



General Assembly

January Session, 2013

Substitute Bill No. 6443



AN ACT CONCERNING IMMIGRATION SERVICES FRAUD.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

- 1 Section 1. (NEW) (*Effective July 1, 2013*) (a) As used in this section:
- 2 (1) "Immigration services" means services provided for a fee or other
3 compensation to a person who has come or plans to come to the
4 United States from a foreign country, or such person's representative,
5 in relation to any proceeding, filing or action affecting the
6 nonimmigrant, immigrant or citizenship status of a person which
7 arises under an immigration and nationality law, executive order or
8 presidential proclamation, or which arises under actions or regulations
9 of the United States Bureau of Citizenship and Immigration Services,
10 the United States Department of Labor or the United States
11 Department of State;
- 12 (2) "Provider" means any person, including, but not limited to, a
13 corporation, partnership, limited liability company, sole proprietorship
14 or natural person, that provides immigration services, but shall not
15 include (A) any person duly admitted to practice law in this state and
16 any person working directly under the supervision of such person
17 duly admitted to practice law; (B) any not-for-profit tax exempt
18 organization that provides immigrant assistance without a fee or other
19 payment from individuals or at nominal fees, as defined by the federal
20 Board of Immigration Appeals, and the employees of such

21 organization, when acting within the scope of such employment; or (C)
22 any organization recognized by the federal Board of Immigration
23 Appeals that provides services via representatives accredited by such
24 board to appear before the United States Bureau of Citizenship and
25 Immigration Services or Executive Office for Immigration Review, that
26 does not charge a fee or charges nominal fees, as defined by the federal
27 Board of Immigration Appeals;

28 (3) "Business day" means any day except a Sunday or a legal
29 holiday;

30 (4) "Immigration services contract" means an agreement by which a
31 buyer is entitled to immigration services; and

32 (5) "Buyer" means a person who enters into or receives the benefit of
33 an immigration services contract.

34 (b) A copy of the immigration services contract shall be delivered to
35 the buyer at the time the contract is signed. Each immigration services
36 contract shall (1) be in writing, (2) be signed by the provider and the
37 buyer, (3) designate the date on which the buyer actually signs the
38 contract, (4) identify the address of the location at which the buyer
39 entered the contract, (5) be in English and every other language in
40 which the provider provides or offers to provide immigration services,
41 (6) provide that such contract may be cancelled not later than three
42 business days after the date of receipt by the buyer of a copy of the
43 contract, and (7) include a statement of buyer's rights which complies
44 with the provisions of this subsection. The statement shall (A) appear
45 in the contract under the conspicuous caption: "BUYER'S RIGHT TO
46 CANCEL", and (B) read as follows:

47 "If you wish to cancel this contract, you may cancel by mailing a
48 written notice by certified or registered mail to the address specified
49 below. The notice must say that you do not wish to be bound by this
50 contract and must be delivered or mailed before midnight of the third
51 business day after you sign this contract. After you cancel, the provider

52 may request the return of all contracts and previously delivered
53 documents. The notice shall be delivered or mailed to:

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55

56 (Insert name and mailing address for cancellation notice.)"

57 The full text of this statement shall be in ten-point bold face type.

58 (c) (1) If a buyer cancels an immigration services contract pursuant
59 to subsection (b) of this section, the provider shall send the buyer a
60 written confirmation of cancellation not later than fifteen days after
61 receipt by the provider of the buyer's cancellation notice. If the
62 provider fails to send such written notice to the buyer not later than
63 fifteen days, the provider shall be deemed to have accepted the
64 cancellation.

65 (2) Cancellation shall be without liability on the part of the buyer
66 and the buyer shall be entitled to a refund of the entire consideration
67 paid for the contract not later than fifteen days. Such right of
68 cancellation shall not be affected by the terms of the contract and may
69 not be waived or otherwise surrendered.

70 (3) Any refund to the buyer as a result of cancellation of the contract
71 shall be delivered by the provider to the buyer not later than fifteen
72 business days after receipt by the provider of the notice of cancellation.

73 (d) Each immigration services contract entered into by a provider
74 shall include the following statement and read as follows:

75 "I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW AND
76 MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL
77 ADVICE. I AM NOT ACCREDITED TO REPRESENT YOU BEFORE
78 THE UNITED STATES CITIZENSHIP AND IMMIGRATION
79 SERVICES AND THE IMMIGRATION BOARD OF APPEALS."

80 The statement shall be in capital letters and not less than twelve-point
81 bold face type.

82 (e) A buyer of an immigration services contract that is in material
83 violation of this section shall have a right of action against the provider
84 for recovery of triple the amount actually paid to the provider under
85 the contract. In addition to any judgment awarded to the buyer, the
86 court may allow reasonable attorney's fees.

87 (f) No provider shall (1) offer guaranteed results, (2) make
88 representations of having influence over government officials, agencies
89 or courts, or (3) make representations of access to programs or legal
90 remedies not available to the general public.

91 (g) A buyer shall be able to terminate a contract for immigration
92 services with a provider at will. Such right of termination shall not be
93 affected by the terms of the contract and may not be waived or
94 otherwise surrendered.

95 (h) A violation of any of the provisions of this section shall be
96 deemed an unfair or deceptive trade practice under subsection (a) of
97 section 42-110b of the general statutes.

This act shall take effect as follows and shall amend the following sections:		
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Section 1	July 1, 2013	New section
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GL *Joint Favorable Subst. -LCO*

JUD *Joint Favorable*